

Request for Proposals No. # S00R0400007
Asset Management: Physical Site Inspection Services



Procurement Officer: **Jean Peterson**
410 514-7358
FAX 410 514-7313
Peterson@mdhousing.org

Submit Proposals to: **Department of Housing and Community Development**
Attention: Jean Peterson
100 Community Place, Room 3.607
Crownsville, Maryland 21032-2023

For directions, click on "Contact Us" on the DHCD website
<http://www.mdhousing.org/Website/home/index.aspx>

Solicitation Issue Date: **November 18, 2009**

Pre-Proposal Conference: **December 15, 2009 at 10:00 a.m. local time**

Closing Date and Time: **December 29, 2009, 2:00 pm local time**

Anticipated Contract Start: **January, 2010**

NOTICE

Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that any amendments to the RFP and other communications may be sent to them.

Minority Business Enterprises and Small Businesses are encouraged to respond to this solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes to provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal or, if you have chosen not to respond, fax the completed form to 410-987-4676.

1. If you have responded with a "no bid" please indicate the reasons below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not something we normally provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
- ☐ The scope of work is beyond our current capacity.
- ☐ Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
- ☐ We cannot be competitive. (Explain in Remarks Section)
- ☐ Time allotted for bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive. (Explain in Remarks Section)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
- ☐ MBE requirements (Explain in REMARKS section)
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
- ☐ Payment schedule is too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone _____

Address: _____

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ATTACHMENTS:

- A. Contract Terms**
- B. Bid/Proposal Affidavit**
- C. Contract Affidavit**
- D. Minority Business Enterprise Participation**
- E. Living Wage Attachment**
- E-1 Living Wage Affidavit**
- F. Price Proposal Form**

EXHIBIT:

- 1. Physical Inspection Report**

SECTION 1. PROPOSAL INFORMATION

1.1 PURPOSE

The Maryland Department of Housing and Community Development (DHCD or the Department), a principal department of the State of Maryland (State), is issuing this Request for Proposals (RFP) seeking proposals from firms experienced in physical property inspection of multifamily housing projects to inspect properties representing loan collateral. Specific qualifications and services to be provided are outlined in Sections 3 and 4 of this RFP.

1.2 ISSUING OFFICE AND PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this Request for Proposals (RFP) is the Procurement Officer at the Issuing Office address listed below:

Jean Peterson
Department of Housing and Community Development
100 Community Place, Room 3.607
Crownsville, Maryland 21032-2023
Telephone: 410-514-7359
Fax: 410-514-7313
E-mail: Peterson@mdhousing.org

This RFP is also available on DHCD's website in PDF format:
<http://www.dhcd.state.md.us/Website/procure/procure.aspx>.

1.3 PROCUREMENT METHOD

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.4 QUESTIONS

Questions will be accepted from prospective Offerors and should be submitted in a timely manner to the Procurement Officer only. E-mail submission of questions is preferable, but questions will also be accepted by mail or facsimile to the Procurement Officer.

The Procurement Officer will decide whether an answer can be given before the closing date, based on the availability of time to research and communicate an answer. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all offerors who are known to have received a copy of this RFP.

1.5 PROPOSAL SUBMISSION REQUIREMENTS AND DEADLINE

An unbound, clearly marked original and five (5) copies of the Technical Proposal, in a separate sealed envelope marked “Asset Management: Physical Site Inspection Services – Technical Proposal” and an unbound, clearly marked original and five (5) copies of the Price Proposal in a separate sealed envelope marked “Asset Management: Physical Site Inspection Services - Price Proposal” must be received at the Issuing Office no later than the date and time listed on the Key Information Summary Sheet, in order to be considered, except as provided in COMAR 21.05.02.10. The original shall be clearly identified and shall bear the original signature of the individual authorized to commit the firm.

Requests for an extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Proposals submitted by e-mail or facsimile will not be accepted. Opened proposals will not be returned to Offerors.

1.6 MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

1.7 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for a period of one hundred twenty (120) days following the closing date. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.8 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the standard contract terms and conditions, included as Attachment A. Any exceptions to this RFP, or Attachment A attached, must be clearly identified in the Executive Summary submitted with the Technical Proposal. A proposal that takes exception to these terms may not be reasonably susceptible of being selected for award.

1.9 INCORPORATION OF RFP AND PROPOSAL

The applicable sections of this RFP and the successful Offeror's proposal shall be incorporated into the resulting contract.

1.10 BID/PROPOSAL AFFIDAVIT AND RESIDENT AGENT

Offerors must submit a completed Bid/Proposal Affidavit, Attachment B, with their Technical Proposal. If an item on this Affidavit is not applicable, please indicate so. All blanks are to either contain an answer or a Not Applicable designation.

Additionally, in order to legally conduct business within the State of Maryland, all corporate entities must appoint and maintain a Resident Agent who receives legal process and other communications on behalf of the entity.

The failure to register and designate a Resident Agent may foreclose or hinder the company's ability to legally enter into contracts and gain access to the state courts. Moreover, it may subject the company to monetary, civil, and possibly criminal sanctions. Also, failure to maintain a Resident Agent may cause your company to fall out of "good standing" within the State. This will subject your license to do business within the State to forfeiture, with monetary penalties assessed to reinstate your company to a "good standing."

1.11 CONTRACT AFFIDAVIT

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete and submit to the Procurement Officer a Contract Affidavit confirming that all statements made on the Bid/Proposal Affidavit (Attachment B) remain true and correct in all respects as of the date of the Contract. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP.

1.12 CONFLICT OF INTEREST

The successful Offeror who is awarded the Contract shall have a continuing obligation throughout the term of the Contract to disclose promptly in writing to DHCD any actual or potential conflict of interest that may arise between the successful Offeror and any multifamily rental housing project assigned for inspection. DHCD shall have the right in its sole discretion to terminate the Contract if any conflict of interest can not be resolved to DHCD's satisfaction.

1.13 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

1.14 RFP CANCELLATION / REJECTION

The State reserves the right to cancel this RFP at any time prior to contract award pursuant to COMAR 21.06.02.02. The State also reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP and to waive or permit cure of minor irregularities in any manner necessary to serve the best interests of the State of Maryland. Offerors whose proposals are not accepted will be notified in writing.

1.15 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal or in performing any other activities relative to this solicitation.

1.16 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP.

1.17 PROTESTS/DISPUTES

Any protests or disputes related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10, Administrative and Civil Remedies.

1.18 USE OF EMARYLAND MARKETPLACE

e-Maryland Marketplace is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHCD web site (www.mdhousing.org) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and DHCD responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to organizations that subscribe to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace, free of charge.

1.19 MINORITY BUSINESS ENTERPRISES (MBE)

- A. A Minority Business Enterprise (MBE) subcontractor participation goal of 35% has been established for this procurement. The successful Offeror shall structure its subcontracts in a good-faith effort to achieve that goal using businesses certified by the State of Maryland as minority owned and controlled. During the term of the Contract, the successful Offeror is prohibited from changing the Minority Enterprise Utilization Plan as submitted (per Section 1.19 B below) without the prior written consent of DHCD.
- B. MBE requirements are specified in Attachment D of this RFP. Subcontractors used to meet the MBE goal in this RFP shall be identified using Attachments D-1 and D-2, which **must** be completed, signed and submitted with each bid or proposal. **Bids or proposals submitted without these attachments completed and fully executed shall be deemed not responsible and not** reasonably susceptible of being selected for award
- C. A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755; phone number is 410-865-1244. The directory is also available at

<http://www.mdot.state.md.us>; select the *MBE Program* label. The most current and up-to-date information on MBEs is available via the website.

- D. Minority Business Enterprises are encouraged to respond to this solicitation as prime contractors. MBE vendors are encouraged to obtain MBE certification from the Maryland Department of Transportation, Office of Minority Business Enterprise. Direct all certification-related questions to:

Office of Minority Business Enterprise
Maryland Department of Transportation
P.O. Box 8755
BWI Airport, Maryland 21240-0755
(410) 859-7328
http://www.mdot.state.md.us/MBE_Program/

- E. Maryland-certified minority contractors shall include the certification number on the Price Proposal. Prime contractors who are themselves MBE-certified must meet the MBE subcontract participation goal.
- F. By its response to this solicitation, the Offeror acknowledges the MBE subcontract participation goal and affirms that the approved MBE participation level is a contract deliverable to be performed by one or more certified MBEs. During the term of the contract, the successful Offeror shall comply with the Minority Enterprise Utilization Plan described in Attachment D.

1.20 ACCESS TO PUBLIC RECORDS ACT NOTICE

Offerors should give specific attention to the clear identification of those portions of their proposal that are considered confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. This information is to be placed after the Title Page and before the Table of Contents of the respective proposal to facilitate public inspection of the non-confidential portion of the proposal. Respondents are advised that, upon request for this information from a third party, DHCD is required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.21 ARREARAGES

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland. This includes the payment of taxes and employee benefits. The Offeror shall not become so in arrears during the term of the Contract if selected for contract award.

1.22 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.23 RECIPROCAL PREFERENCE

The provisions of State Finance and Procurement Article Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation. If applicable, a nonresident Offeror submitting an offer for this solicitation shall attach to the offer a copy of the current statute, resolution, policy, procedure, or executive order of the resident state for the nonresident Offeror that pertains to that state's treatment of nonresident Offerors for similar services. A preference shall be identical to the preference that the other state gives to its residents.

1.24 FALSE STATEMENTS

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- A. In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact;
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- B. Aiding or conspiring with others – A person may not aid or conspire with another person to commit an act under subsection (A) of this section.
- C. Penalty – A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.25 ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 Vendor Electronic Funds Registration Request Form may be downloaded from: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

1.26 SMALL BUSINESSES

Although this is not a Small Business Reserve procurement, small businesses are encouraged to respond to this solicitation and to register with the Maryland Department of General Services for the Maryland Small Business Reserve Program through a self-certification process at <https://www.smallbusinessreserve.maryland.gov/registration/>.

A “Small Business” is defined as a business, other than a broker, that meets the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years; and
- The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.

If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

A Small Business is not the same as a Minority Business Enterprise, but a business can be both if it has been certified by the Maryland Department of General Services as a Small Business and has been certified by the Maryland Department of Transportation Minority Business Enterprise Program as a Minority Business Enterprise.

SECTION 2. CONTRACT INFORMATION

2.1 PARTIES TO THE CONTRACT

The contract entered into as a result of the response to this RFP shall be by and between the successful Offeror as Contractor and DHCD, and shall include the terms and conditions of Attachment A of this RFP and generally the provisions of this RFP. Any exceptions must be

clearly identified in the Executive Summary section of the Technical Proposal. Attachment A is included for information only and is not to be submitted with the Offeror's proposal.

2.2 CONTRACT TERM

The contract resulting from this RFP shall commence after all appropriate State approvals have been obtained, and shall extend for a period of five (5) years.

2.3 CONTRACT TYPE

The contract awarded as a result of this solicitation shall be an indefinite quantity contract with fixed unit prices in accordance with COMAR 21.06.03.06A(2).

2.4 COMPENSATION AND METHOD OF PAYMENT

DHCD will establish a "not to exceed" amount for all services to be rendered by the Contractor. This amount shall become part of the Contract

- A. The contract will provide that the contractor will be compensated at a fixed rate per inspection as listed on the Price Proposal Form (Attachment F) for type of inspection assigned and completed.
- B. All invoices submitted for payment shall include:
 - 1. The type of inspection (Complete-Routine, Abbreviated – Routine, or Capital Needs Assessment);
 - 2. The project name and address;
 - 3. The date of the inspection; and
 - 4. The date the completed Physical Inspection report was forwarded to the DCA Contract Manager or DCA Asset Manager assigned to monitor the project as appropriate.
- C. The Contractor will not be reimbursed for travel, clerical, or incidental expenses.

2.5 SCOPE OF CONTRACT

Work to be performed and the services to be provided by the Contractor will consist of the items described in Section 4 of this RFP.

2.6 CONTRACTOR RESPONSIBILITIES

The Contractor will assume sole responsibility for all work to be performed under their Contract and will be the sole point of contact for DHCD with regard to contractual matters.

2.7 WORK PRODUCTS

All products, including work papers, draft documents, notes, calculations and all other written materials regarding the engagements prepared under the terms of this contract are the property of the State of Maryland, and shall be delivered at the end of the contract in a form useable to DHCD.

2.8 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless DHCD and the State from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation in any manner whatsoever of any information, data, or records pertaining in any way to the contract by the Contractor and its employees.

2.9 COMMERCIAL NONDISCRIMINATION

As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

2.10 LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment E entitled Living Wage Requirements for Service Contracts). **If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.**

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier 1 contract. The Offeror must identify in their Offer the location(s) from which services will be provided.

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SECTION 3. MINIMUM QUALIFICATIONS

The following qualifications must be met to be considered:

3.1. EXPERIENCE:

The Offeror shall have performed comprehensive physical property site inspections for at least five (5) years, and must have experience in inspecting (1) Housing Finance Agency multifamily projects financed by State or Federal housing programs, or (2) multifamily housing similar to that in the Department's portfolio, such as privately owned rental housing including townhouses, garden style, mid-rise and high-rise communities.

3.2. CURRENT PORTFOLIO CHARACTERISTICS:

The Offeror shall currently perform physical property inspections on a portfolio of at least 10 multifamily properties. The properties shall have a minimum of 25 units each.

SECTION 4. SCOPE OF SERVICES

4.1 BACKGROUND

The Division of Credit Assurance (DCA) is a division of the Department of Housing and Community Development (DHCD, or the Department), a principal department of the government of the State of Maryland (State). DCA is responsible for monitoring the physical condition and management performance of multifamily projects financed by DHCD for the purpose of providing decent affordable housing.

The purpose of this RFP is to invite firms experienced in the performance of physical property inspection of multifamily projects to bid on the provision of the required physical site inspections of the loan collateral. **The inspections required are expected to include at least 100 properties and possibly as many as 250 properties per year, which is an *estimation* of work to be performed and is not intended to be a guarantee of work.** Many of the properties are located in the Greater Baltimore area, but work may be assigned anywhere in the State.

4.2 SCOPE OF SERVICES

A. As directed by the DCA Contract Manager or Asset Manager, the Contractor shall:

1. Perform physical site inspections of multifamily properties, covering the entire exterior and common areas of the project and the interiors of at least 20% of the residential units and complete the Physical Inspection Report, which is attached as Exhibit I to the RFP. Physical inspection types are:

- a. **Complete-Routine Inspection:** The physical inspection of all aspects of a property including the grounds, structures, public areas, systems, and a percentage of randomly selected units.
 - b. **Abbreviated-Routine Inspection:** The physical re-inspection of deficiencies identified in a previous inspection of a property.
 - c. **Capital Needs Assessment:** A physical assessment of the immediate, short term and long term capital improvement/replacement needs of a project, including an estimate of their cost. Estimate when major capital improvements are expected to be done and the cost of those improvements in the future based on current costs and future inflation. Submit a report in a format approved by DHCD.
 2. Perform a technical evaluation as part of the inspection of the mechanical systems and structural aspects of the property.
 - a. Include in the technical evaluation a description of the actual systems and structures utilized in the construction of the property, their current age, life expectancy, and any indications that preventative or urgent maintenance is needed.
 - b. Note the technical inspection performed and findings in Section E-Comments of the Physical Inspection Report, or include as an attachment to the report.
 3. Coordinate with the on-site property management company and send advance notification in writing (hardcopy or email) of the inspection date and time, with a copy to the DCA Contract and/or Asset Manager as appropriate within 10 working days of notification by DHCD of a request for inspection.
 4. Submit the completed Physical Inspection Report, along with any required attachments, on computer disk and send three (3) hard copies to the DCA Contract Manager and/ or Asset Manager within 30 calendar days following the designated inspection date. The attachments shall be in Microsoft Excel format. Any spreadsheet files submitted to DHCD must be in a format compatible with DHCD's software, which is currently Microsoft Office 2003 under Windows XP.
 5. Notify the DCA Contract Manager and/or Asset Manager as appropriate by email within 48 hours following an inspection if any serious life threatening conditions are discovered.
- B. The Contractor shall have in effect upon contract award and maintain throughout the term of the Contract:

1. Performance Bond. A performance bond providing coverage of not less than \$300,000.00 per incident, or more,
2. Errors and Omissions Insurance. Errors and omissions insurance coverage of not less than \$300,000.00, or more, and
3. Liability Insurance. Liability insurance providing coverage of not less than \$500,000.00 per incident, or more.

4.3 CONTRACT MANAGER

After contract award and throughout the course of the project, the DCA Contract Manager listed below will schedule the Contractor's work, review the Contractor's work as it is submitted, monitor the performance of the Contractor, and approve Contractor invoices for payment.

Frank W. Beans, Director, Multifamily Asset Management
100 Community Place
Crownsville, Maryland 21032
Phone: 410-514-7349
Email: beans@mdhousing.org

SECTION 5. PROPOSAL FORMAT

5.1 GENERAL

The Offeror's Technical Proposal should be prepared in a straightforward and concise manner, detailing the Offeror's capabilities to satisfy the requirements of this RFP and should conform to the Outline listed in Section 5.2.B below.

5.2 TECHNICAL PROPOSAL

A. General:

Offerors must submit, under separate cover, a clearly marked unbound original and five (5) copies of the Technical Proposal in a separate sealed envelope titled "Asset Management: Physical Site Inspection Services – Technical Proposal."

Offerors should include a transmittal letter on the Offeror's stationery, signed by an individual who is authorized to bind the firm to all statements in the proposal and the services and requirements as stated in the RFP.

B. Outline of sections to be included in the Technical Proposal:

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Tab 1 – Minimum Qualifications

The Offeror shall demonstrate that it meets the qualifications outlined in Section 3 as follows:

A. Experience of the Firm.

1. Discuss experience as it relates to the requirements of Section 3.1 and 3.2, clearly stating the number and identity of clients and assignments currently or previously served in the inspection of multifamily housing properties financed by State or Federal housing programs, or of multifamily housing properties similar to that in the Department's portfolio, such as privately owned rental housing including townhouses, garden style, mid-rise and high-rise communities.

B. Current Portfolio Characteristics

1. Offeror shall document that it performs physical property inspections on a portfolio of at least ten (10) multifamily properties that have a minimum of twenty-five (25) units each.

Tab 2 – Executive Summary

- A. The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The summary shall provide a broad overview of the Offeror's understanding of the contents of the RFP and of the how the Offeror's proposal will meet the scope of services outlined in Section 4. If any addendum or amendments have been issued to this RFP, the Offeror shall acknowledge same in this section.
- B. Any exceptions to this RFP or the terms and conditions outlined in Attachment A or any other attachment must be clearly identified in this section. Exceptions may result in the proposal being rejected or being determined not reasonably susceptible of being selected for award.

Tab 3 – Required Submissions

- A. Bid/Proposal Affidavit (Attachment B) – completed and signed by an individual authorized to bind the Offeror. All questions are to be answered on Attachment B. If a question is not applicable please indicate so.
- B. MBE Form, Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1 and Attachment D-2 of the RFP) – completed and signed by an individual authorized to

bind the Offeror. If the Offeror fails to complete and submit this form with the Technical Proposal as required, the Procurement Officer shall determine that the proposal is not responsible and not reasonably susceptible of being selected for award.

- C. Maryland Living Wage Requirements Affidavit of Agreement (Attachment E-1).

Tab 4 – Summary of Corporate Experience and Capability

- A. Experience. Describe the Offeror's significant experience as multifamily rental housing inspector for local or State housing finance agencies and federally-funded or insured multifamily housing agencies. Describe how this experience demonstrates the ability to provide the services outlined for the respective activities in Section 4.2.
- B. References. Provide the names, addresses, and telephone numbers of at least three (3) current clients that may be contacted as references. DHCD reserves the right to call any known former or current client.
- C. State Contracts. Provide a list of all contracts with any entity of the State of Maryland that the firm is currently performing or which has been completed within the last 5 years. For each identified contract the Offeror is to provide in its Technical Proposal
1. The State contracting entity;
 2. A brief description of the services/goods provided;
 3. The dollar value of the contract;
 4. The term of the contract;
 5. The State employee contact person (name, title, telephone number, and e-mail address); and
 6. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

The Procurement Officer or a designee may contact the identified State agencies or the most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance of State contracts.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

Tab 5 – Approach to Services

- A. Describe the Offeror's approach for the engagement, including the number of inspections of the kind and scope required in Section 4.2 that can be simultaneously prepared by the Offeror.
- B. Attach as exhibits copies of:
 - 1. One routine inspection report for an individual multifamily rental housing property completed within the past two (2) years, and
 - 2. One capital needs assessment report for a multifamily rental housing property performed within the past within the past four (4) years.

Tab 6 – Staff Time Conflicts Resolution

Describe how staff time conflicts will be resolved between the needs of existing and other future clients and the needs of DHCD for services.

Tab 7 – Insurance Coverage

Provide documentation that it has insurance coverage in the form of a Performance Bond, Liability Insurance, and Errors and Omissions Insurance as described in Section 4.2, or provide pledge that it will obtain such insurance coverage upon contract award.

Tab 7 – Economic Benefit to the State of Maryland

- A. Describe the benefits that will accrue to the Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. Economic Benefits include:
 - 1. The Contract dollars to be recycled into Maryland's economy in support of the Contract. Offerors should be as specific as possible and provide a breakdown of expenditures in this category.
 - 2. The number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the Offeror has committed.
 - 3. Tax revenue to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (e.g., payroll taxed, sales taxes). Provide a forecast of the total tax revenue resulting from this contract.
- B. In addition to factors listed above, explain any other economic benefits to the State of Maryland that would result from the Offeror's proposal.

5.1 PRICE PROPOSAL

Offerors shall submit price proposals on Attachment F, in a separate sealed envelope captioned as specified in Section 1.5 of this RFP and signed by an official authorized to bind the Offeror.

SECTION 6. EVALUATION PROCEDURE AND CONTRACT AWARD

6.1 EVALUATION COMMITTEE

The Procurement Officer shall establish an Evaluation Committee, which may include individuals from within or outside of State government. The Procurement Officer reserves the right to reject, in whole or in part, any and all proposals received as a result of this RFP, to waive minor irregularities in proposals, and to enter into discussions with all responsible offerors in any manner deemed necessary to serve the best interest of DHCD and the State. Offerors whose proposals are not accepted will be notified in writing.

6.2 DISCUSSIONS/ORAL PRESENTATIONS

All Offerors who appear to be responsible and whose proposals are initially classified as being reasonably susceptible of being selected for award (or potentially so) may be required to make oral presentations of their proposals to, and participate in discussions with, the Evaluation Committee. Offerors will be notified as to a date for oral presentations/discussions. Offerors must confirm in writing any substantive oral clarification of their proposal made in the course of discussions and all written clarifications will become part of the Offeror's Technical Proposal.

Price Proposals from only those responsible Offerors whose proposals are finally deemed reasonably susceptible of being selected for award will be opened following the discussion and presentation process.

If following the opening of the price proposals, the Procurement Officer determines that further discussion is in the best interest of DHCD and the State, the Procurement Officer will notify all of the Offerors of the date on which such discussions will be conducted. Upon completion of all discussions and upon receipt of any "best and final offers" submitted as a result of such discussions, the Evaluation Committee shall recommend to the Procurement Officer the award of the Contract to the responsible Offeror whose combined technical and price proposal is determined to be the most advantageous to DHCD and the State.

6.3 TECHNICAL PROPOSAL EVALUATION CRITERIA

The minimum qualification must be met to be considered. No further consideration will be made if the minimum qualifications are not met.

The Evaluation Committee will conduct their evaluation of the Technical Proposals received on the basis of the following criteria in descending order of importance:

- A. Corporate Experience and Capability, as described in Section 5.2, Tabs 1 and 4.
- B. Approach to Services, as described in Section 5.2, Tabs 2 and 5.
- C. Staff Time Conflict Resolution, as described in Section 5.2, Tab 6.
- D. Insurance Coverage, as described in Section 5.2, Tab 7.
- E. Economic Benefits, as described in Section 5.2, Tab 8.

6.4 PRICE PROPOSAL SELECTION CRITERIA

Price Proposals will not be opened until the evaluation of the Technical Proposal is complete. The Price Proposal evaluation will be based upon the prices submitted by the Offeror on Attachment F, the price proposal form, and best and final offers, if any. Proposals will be ranked in order from lowest to highest price proposal.

6.5 WEIGHTING OF TECHNICAL AND PRICE PROPOSALS

The Technical Proposal will have greater weight than the price proposal in determining the most advantageous offers.

6.6 CONTRACT AWARD

Contract award will be to the Offeror whose proposal is determined to be the most advantageous to the State and DHCD.

END